



**STATE OF MISSOURI  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
DIVISION OF ADMINISTRATION  
INVITATION FOR BID**

**BID NUMBER: 2013HONGKONG**  
**TITLE: Representation in Hong Kong**  
**ISSUE DATE: September 6, 2013**

**BUYER: Tara Dampf**  
**PHONE NO.: (573) 522-6369**  
**E-MAIL: Tara.dampf@ded.mo.gov**

**RETURN PROPOSAL NO LATER THAN: SEPTEMBER 20, 2013 AT 5:00 PM CENTRAL STANDARD TIME**

**MAILING INSTRUCTIONS:** Deliver sealed proposals to DED office (301 W High Street, Room 680) by the return date and time.

<b>RETURN PROPOSAL TO:</b>	<b>(U.S. Mail)</b>		<b>(Courier Service)</b>
	<b>Mo. Department of Economic Dev.</b>	<b>or</b>	<b>Mo. Department of Economic Dev.</b>
	<b>PO BOX 1157</b>		<b>301 WEST HIGH STREET, RM 680</b>
	<b>JEFFERSON CITY MO 65102-1157</b>		<b>JEFFERSON CITY MO 65101</b>

**DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:**

**Missouri Department of Economic Development  
301 W. High Room 680  
PO Box 1157  
Jefferson City, Missouri 65102-1157**

**1. INTRODUCTION AND GENERAL INFORMATION**

**1.1 Introduction:**

1.1.1 The Missouri Department of Economic Development (the “DED”) is initiating this competitive Invitation for Bid (“IFB”) to solicit a bid (the “Bid”) from each bidder interested in providing the state of Missouri services related to export promotion of Missouri products and services to Hong Kong and foreign direct investment services (the “Services”). The purpose of this IFB is to solicit qualifications, experience, recommended approach/methodology and a cost of these services.

1.1.2 Organization - This document, referred to as an Invitation for Bid (“IFB”), is divided into the following parts:

- 1) Introduction and General Information
- 2) Bid Submission Information
- 3) Pricing Page(s) and Exhibits
- 4) Terms and Conditions

**1.2 Questions:**

All bidders are encouraged to submit questions regarding this document to Tara Dampf **ONLY**. Ms. Dampf will coordinate responses to all questions. Bidders are warned that contact with other employees of the Missouri Department of Economic Development and the State of Missouri regarding this IFB may disqualify the potential bidder. Ms. Dampf may be contacted by e-mail at [Tara.Dampf@ded.mo.gov](mailto:Tara.Dampf@ded.mo.gov). Questions will be accepted only up to 48 hours before the date and time bids are due.

**1.3 Background Information:**

- 1.3.1 The State of Missouri and DED desire to obtain the services of an independent contractor that is knowledgeable of Missouri and will represent DED in Hong Kong. The contractor shall be authorized to do business in Hong Kong. The DED anticipates the cost of services (excluding any costs for travel or services not specifically listed by the contractor in Exhibit E) will not exceed \$175,000 per annum.
- 1.3.2 The bidder shall provide the administration and the promotion of a program designed to: (1) increase the volume of Missouri exports (including agricultural products), and (2) increase the number of Missouri firms exporting to Hong Kong. As part of these duties, the contractor may, from time to time, be required to work and collaborate with Missouri state agencies other than DED.
- 1.3.3 The bidder shall be required to promote sales of Missouri products and services (including agricultural products and services), provide market entry advice to Missouri business concerns, and provide investment opportunity information to Hong Kong companies.
- 1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

#### **1.4 Minimum Qualifications:**

- 1.4.1 Bidders are required to:
- a. Have at least 5 years experience in export promotion and FDI attraction, preferably between Hong Kong and the U.S.
  - b. Have extensive experience in researching markets, industries and companies and developing research-based strategies for export marketing and FDI attraction.
  - c. Have an extensive, current network of business and government contacts in Hong Kong, consisting of importers, exporters, distributors, manufacturers, government officials as well as members of the U.S. trade community.
  - d. Be knowledgeable of Hong Kong import regulations and the import process.
  - e. Be able to develop relationships with relevant company executives and industry leaders.
  - f. Have a strong ability to close deals.
  - g. Be skilled at and willing to do on-the-ground problem solving.
  - h. Have excellent communication skills.
  - i. Have strong computer and data analysis skills with the ability to create and work with multi-media presentations and knowledge of standard software and operating systems.

## **2. BID SUBMISSION INFORMATION**

### **2.1. Submission of Bids.**

- 2.1.1. When submitting a bid, the bidder should include the original and four (4) additional copies of the bid.
- 2.1.2. To facilitate the evaluation process, the bidder is encouraged to organize its bid into distinctive sections that correspond with the individual evaluation categories described herein.
- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
  - b. The bidder must sign the certification attesting that bidder has read all documents associated with this IFB, including but not limited to this IFB and the Form of Contract, and that bidder all statements of bidder are true, complete and accurate to the best of bidder's knowledge.

The bidder is cautioned that it is the bidder's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the bid. The bidder's failure to submit such information may cause an adverse impact on the evaluation of the bid or may result in negation of the bid as nonresponsive.

2.2. Evaluation and Award Process.

2.2.1. After determining that a bid satisfies the mandatory requirements stated in the IFB, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the bid in accordance with the evaluation criteria stated below:

- a. **Price .....40%**
- b. **Experience & Expertise .....25%**
- c. **Method of Performance .....35%**

2.2.2. After an initial screening process, a question and answer conference, conference call, or interview may be conducted with the bidder, if deemed necessary by the DED. In addition, the bidder may be asked to make an oral presentation of its bid during the conference. Attendance cost at the conference shall be at the bidder's expense. All arrangements and scheduling shall be coordinated by the DED.

2.2.3. Preference will be given to those bidders located in Hong Kong.

2.2.4. DED shall be under no obligation to accept a bid from a bidder, even if doing so results in no contract being awarded to any bidder.

2.3. Evaluation of Cost.

2.3.1. The objective evaluation of cost shall be based upon the guaranteed, not-to-exceed yearly price stated for the initial year's representation.

2.3.2. The bidder shall provide an itemization of the quoted price(s). Exhibit A is attached for the purpose of reflecting the bidder's itemization of the quoted price(s) on the Pricing Page and can be used as the budget document.

- a. In the event of a discrepancy between the bidder's price breakdown and the Pricing Page, the Pricing Page shall govern.
- b. All information contained in the bidder's itemized price list may be utilized in the subjective evaluation of any relevant evaluation criteria.

2.4. Evaluation of Bidder's Experience and Reliability.

2.4.1. Experience and reliability of the bidder's organization are considered subjectively in the evaluation process. As part of this process, the bidder is required to disclose all states besides Missouri it is currently representing in Hong Kong or is currently under contract to represent in Hong Kong during the period of this contract. Preference will be given those bidders who do not and/or will not represent states competing with or neighboring Missouri. The bidder is further advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFB.

2.4.2. The bidder should provide the following information related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this IFB:

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted as a reference for verification of all information submitted;
- b. Dates of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.
- d. The above information may be shown on the form attached as Exhibit B to this IFB or in a similar manner.

2.5. Evaluation of Expertise of Bidder's Personnel.

- 2.5.1. Failure to respond with an explanation of bidder's ability to perform the specific requirements as set forth in the Form of Contract will result in automatic dismissal of bidder's Bid.
- 2.5.2. The qualifications of the personnel proposed by the bidder to perform the requirements of this IFB, whether from the bidder's organization or from a proposed subcontractor, will be evaluated subjectively. Therefore, the bidder should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 2.5.3. If personnel are not yet hired, the bidder should provide:
  - a. Detailed descriptions of the required employment qualifications.
  - b. Detailed job descriptions of the position to be filled, including the type of person proposed to be hired, the proposed job title, and the percent of time that will be spent representing or conducting work for the DED
- 2.5.4. If the bidder's personnel have been instrumental in administering similar programs, the bidder should submit copies of publications, reports, etc. detailing the expertise and experience of the bidder's personnel.
- 2.5.5. The bidder may utilize Exhibit C for summarizing the personnel information and should submit detailed resumes for proposed key personnel.

2.6. Evaluation of Method of Performance.

- 2.6.1. A subjective evaluation of bids based on the bidder's distinctive plan for performing the requirements of the IFB will be conducted by DED. Therefore, the bidder should present a written narrative which demonstrates the method or manner in which the bidder proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action. Particularly, the bidder's plan must address how he or she will undertake the following:
  - a. Agent-Distribution Search/Sourcing
  - b. Catalogue Shows
  - c. Trade Missions
  - d. Trade Shows
  - e. Background (Credit) Checks
  - f. Market Research
  - g. Advocacy
  - h. Trade Counseling
  - i. Export Finance
  - j. Investment Leads

- 2.6.2. How the proposed method of performance is written is left to the discretion of the bidder. However, the following method is recommended: on Exhibit D, or in any other appropriate format, identify each specific paragraph and subparagraph of the contract requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how the requirements will be satisfied.
- 2.6.3. The bidder should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the IFB.
- 2.7. Schedule of Events. Exhibit E may be helpful in presenting such data and should be used by the bidder to list the schedule of events.
- 2.8. Ownership of Business and Associations.
- 2.8.1. The bidder shall provide an organizational chart showing the current total staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.
- 2.8.2. The bidder shall provide a list of locations in Hong Kong where current personnel are located.
- 2.8.3. The bidder shall list the major stockholders, partners, or individuals that own all or a portion of the business bidding on the services described herein and their percent of ownership. The bidder shall list other businesses the major stockholders, partners, or individuals own, operate, or are associated with through employment, contract, or other means. The bidder shall list any real or potential conflicts of interest that may exist or be created between major stockholders, partners, or individuals that own all or a portion of the business and the business bidding. This information shall be submitted as Exhibit F – Ownership of Bidder Business.

*[Remainder of page left intentionally blank.]*

### 3. PRICING AND EXHIBITS

#### PRICING PAGE

The bidder shall state a guaranteed, not-to-exceed yearly price for the original contract period for the services provided in accordance with the provisions and requirements stated herein for the Hong Kong representation bid. In addition, the bidder shall state an hourly rate for work done outside Hong Kong and an hourly rate for travel to reach destinations outside Hong Kong. No cost needs to be stated for expenses associated with travel outside Hong Kong. The bidder shall also state a guaranteed, not-to-exceed yearly price for each renewal period, an hourly rate for work outside Hong Kong, and an hourly rate for work travel time to reach destinations outside Hong Kong based on the same representation. The bidder shall understand and agree that the renewal periods may not occur, and if they do occur, the amounts may be adjusted by DED based on representation and changing conditions. The yearly price for the Original Agreement Period shall be stated as an annual price but will be reduced proportionately to match the portion of the year in which services are rendered. In no event shall the bidder quote a guaranteed, not-to-exceed yearly price to exceed \$175,000.

Representation of the Missouri DED in Hong Kong

**Original Contract Period** \$\_\_\_\_\_ guaranteed, not-to-exceed yearly price  
Award of Bid – June 30, 2014 State annual amount which will be adjusted for part of year.  
(Meeting/Conference cost must be included as part of monthly fee.)

Hourly Representation Cost Outside Hong Kong \$\_\_\_\_\_  
Hourly Rate for Travel Outside Hong Kong \$\_\_\_\_\_

**First Renewal Period** \$\_\_\_\_\_ guaranteed, not-to-exceed yearly price  
July 1, 2014- June 30, 2015  
(Meeting/Conference cost must be included as part of monthly fee.)

Hourly Representation Cost Outside Hong Kong \$\_\_\_\_\_  
Hourly Rate for Travel Outside Hong Kong \$\_\_\_\_\_

**Second Renewal Period** \$\_\_\_\_\_ guaranteed, not-to-exceed yearly price  
July 1, 2015- June 30, 2016  
(Meeting/Conference cost must be included as part of monthly fee.)

Hourly Representation Cost Outside Hong Kong \$\_\_\_\_\_  
Hourly Rate for Travel Outside Hong Kong \$\_\_\_\_\_

**Third Renewal Period** \$\_\_\_\_\_ guaranteed, not to exceed yearly price  
July 1, 2016- June 30, 2017  
(Meeting/Conference cost must be included as part of monthly fee.)

Hourly Representation Cost Outside Hong Kong \$\_\_\_\_\_  
Hourly Rate for Travel Outside Hong Kong \$\_\_\_\_\_

**Fourth Renewal Period** \$\_\_\_\_\_ guaranteed, not to exceed yearly price  
July 1, 2017- June 30, 2018  
(Meeting/Conference cost must be included as part of monthly fee.)

Hourly Representation Cost Outside Hong Kong \$\_\_\_\_\_  
Hourly Rate for Travel Outside Hong Kong \$\_\_\_\_\_

Subcontracting:

Indicate below if subcontractors will be used to fulfill the requirements of the contract, or if the bidder will provide all services and/or equipment on an independent basis.

If subcontractors are not proposed, the bidder shall be advised that if subcontracting is determined to be necessary after contract award, the use of subcontractors must be approved by the DED.

**SUBCONTRACTORS**

\_\_\_\_\_ Subcontractors will be used

(Provide name, address, cost of subcontracting, experience and reliability, expertise and method of performance of subcontractor. All provisions of the contract shall apply to the subcontractor.)

\_\_\_\_\_ Subcontractors will not be used

**EXHIBIT A**

**BUDGET PROPOSAL**

**Proposed Budget by Category** – Include Names, Titles, and Salaries. List quantities where applicable.

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- 1.
- 2.
- 3.
- 4.
- 5.

**TOTAL** (MUST AGREE WITH ORIGINAL CONTRACT PERIOD ON PRICING PAGE)

**\$** \_\_\_\_\_

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**EXHIBIT B**

**PRIOR EXPERIENCE**

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Email Address:

**Description of Prior Services (include dates):**

**EXHIBIT C**

**PERSONNEL SUMMARY**

PERSONNEL	BACKGROUND AND EXPERTISE OF PERSONNEL
1. _____ (NAME)  _____ (TITLE)	
2. _____ (NAME)  _____ (TITLE)	
3. _____ (NAME)  _____ (TITLE)	
4. _____ (NAME)  _____ (TITLE)	
5. _____ (NAME)  _____ (TITLE)	
6. _____ (NAME)  _____ (TITLE)	

**EXHIBIT D**

**METHOD OF PERFORMANCE**

The bidder may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Bid.

**EXHIBIT E**

**SCHEDULE OF EVENTS**

The bidder should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. Graphs or charts may be used to illustrate.

Task or Event	Description
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**EXHIBIT F**

**OWNERSHIP OF BIDDER BUSINESS**

The bidder shall list the type of company providing services and the owner(s) of the company including percent of ownership, if applicable. The bidder shall also designate which entity has authority to sign for the company. A list of other businesses owned, operated, or associated with shall be provided for each entity listed.

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#### 4. DED TERMS AND CONDITIONS

##### INVITATION FOR BID

###### 1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in an Invitation for Bid (IFB) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Advocacy:** the active promotion or support of a course of action on behalf of a company or organization that has requested Department of Economic Development assistance.
- b. **Agent-Distributor Search/Sourcing (ADS):** the identification of qualified agents, distributors, manufacturing representatives, joint venture partners, licensees, franchisees, or strategic partners. This may take place through the Department of Economic Development's contractor network or in conjunction with business development manager (BDM) or regional desk officer (RDO) activities. ADS involves pre-vetting of potential business partners according to a Missouri company's preferred criteria and provides the company with a general business profile of qualified firms for direct follow-up and selection.
- c. **Amendment:** a written, official modification to an IFB or to a contract.
- d. **Attachment:** all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- e. **Background Check:** a review of the credentials of a company or organization. This can include assessing the management, financials, past performance, and other pertinent factors that contribute to determining an appropriate course of action by the DED.
- f. **Bid Opening Date and Time (and similar expressions):** the exact deadline required by the IFB for the physical receipt of sealed bids by the DED in its office. Any bids received after the bid opening date and time will not be considered.
- g. **Bidder:** the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- h. **Business Development Managers (BDM):** DED employees who specialize in eight targeted industries, manage business development activities within those industries, serve as executive directors of Industry Leadership Councils, and coordinate contacts, leads, and other work with RDOs, contractors, project managers, and partner organizations. Also termed "industry specialists".
- i. **Buyer:** the procurement staff member of the DED. The **Contact Person** as referenced herein is usually the Buyer.
- j. **Catalog Show:** an exhibition, either industry or country specific; whereby Missouri firms are represented by the DED's BDMs, RDOs and/or contractors via their catalog and/or marketing brochures. The BDMs, RDOs and/or contractors travel to the exhibition and take part in meetings with interested parties on behalf of the Missouri firm. This is an extremely low-cost, yet effective method of evaluating interest of Missouri products and services in a particular market. Upon completion of the event, the BDMs, RDOs and/or contractors provide the Missouri firm with a report or back brief of all potential partners and their expressed interest. It is incumbent upon the Missouri firm to directly follow-up with the potential buyer.
- k. **Client Impact Survey (CIS):** CIS capture information from supported companies and other organizations at the conclusion of an activity. The CIS is designed to client satisfaction with DED's efforts and estimates of the number of jobs created and revenue generated.

- l. **Conferences and Seminars:** meetings in which DED representatives contribute to or participate in discussions, attend lectures to obtain information or discuss positions, speak, or lead discussions on issues of mutual interest. Conferences and seminars are networking opportunities and are often accompanied by trade shows.
- m. **Consultation or Trade Counseling:** discussions to assess or ascertain the suitable course of action to a business or organization by providing expert advice or services in a particular field, either industry or region specific. Consultation includes assisting in startup and entrepreneurial efforts, working with Project Managers and the Missouri Partnership to identify financing, industry or regional insight, and related endeavors.
- n. **Contacts:** any interaction that results in information useful to generate future pipeline actions. Contact information will be entered into the Outlook Contact or other database and will customarily include individual name, title, company name, address, telephone number and email address. Contacts are placed in two categories:

**New Contacts:** First or initial meeting with contacts that DED does not have in its Outlook Contact or other database.

**Follow-up Contacts:** Work with previous contacts that DED has in its Outlook Contact or other database.

- o. **Contract:** a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- p. **Contractor:** a person or organization who is a successful bidder as a result of an IFB and who enters into a contract with DED.
- q. **Customized Company Mission:** any DED-sponsored or assisted visit by an individual or group representing one company or organization that is intended to promote the products or services of that company or organization. Customized company missions may be domestic or foreign and may be conducted by BDMs, RDOs, or contractors.
- r. **DED and/or State Agency:** the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased. The agency is also responsible for payment.
- s. **Designated Director:** the individual selected by the contractor as the person responsible for the day-to-day operation of the MITI Office and for executing this contract in Hong Kong. The Director is the contractor's point of contact for DED RDOs. The Director will reside in Hong Kong.
- t. **Exhibit:** forms which are included with an IFB for the bidder to complete and return with the sealed bid prior to the specified opening date and time.
- u. **Export-Import Services:** actions to assist Missouri companies in obtaining Export-Import Bank loans and guarantees, and credit insurance to increase sales internationally. DED export-import services focus on the export finance programs of several federal and international agencies and provide export assistance and coordination with these agencies.
- v. **Invitation for Bid (IFB):** the solicitation document issued by the DED to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- w. **Leads or Qualified Leads:** any relationship identified, developed or established in the pipeline process that requires, as the next step in business development, passing actionable information to Project Managers to develop a proposal; or directly to companies or other organizations for their action.
- x. **Legislative Action:** any proceeding involving legislation or legislators that advances a statutory course of action supported by the DED. Legislative actions may be conducted by BDMs or RDOs after DED clearance.

- y. **Market Research:** gathering and analyzing information to support the needs of a particular company, organization, or product. This may encompass several forms of data collection and analysis including labor force, transportation, and/or facility availability, suppliers, or industry clusters, among others.
- z. **May:** a certain feature, component, or action is permissible, but not required.
- aa. **Mission Box:** a performance tracking tool in which Mission Support Pipeline Actions (MSPAs), per contract, are listed as planned activities by month or other agreed upon period and against which actual performance is recorded. The contractor's Mission Box is determined by contractor-specified MSPA deliverables they shall deliver for the bid price. Contractor-specified MSPAs shall be recorded as "Planned" in the contractors Mission Box and will be judged against actual performance as one measure of contractor compliance with agreed upon deliverables.
- bb. **Mission Support Pipeline Actions (MSPA):** actions developed to identify contacts and convert contacts into qualified leads. Some MSPAs may be conducted independently by contractors in their routine support of their contract. RDOs will routinely task contractors to conduct MSPAs and will provide the contractor with a description of the task, the standard expected for successful completion, and coordinate a due date with the contractor.
- cc. **Must:** a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- dd. **Other Mission Supporting Activities:** any other mission support actions undertaken by BDMs, RDOs, or contractors that do not fit into the foregoing categories.
- ee. **Partner Organization:** Organizations outside DED with which DED forms relationships to promote the State of Missouri and its products and services to foreign individuals, businesses, government entities, and other potential clients. Partner organizations may include but are not limited to the Missouri Department of Agriculture, Missouri Partnership, companies, or other organizations as identified by DED.
- ff. **Pipeline Action Handover:** when an action is passed to Missouri Partnership, Project Management, or directly to a company as a lead; or when a pipeline action on behalf of a client has been completed.
- gg. **Pricing Page(s):** the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and returned by the bidder with the sealed bid prior to the specified bid opening date and time.
- hh. **Project Managers (PM):** DED employees who develop qualified leads into executable projects to include incentives, financing, and other inducements to job creation through revenue generation and capital investment.
- ii. **Regional Desk Officer (RDO):** DED employees who manage the contractor contracts on a day-to-day basis. All initial contact must be routed through RDOs and RDOs must be informed and copied on all subsequent activity. Contractors route correspondence to RDOs with copies to the Senior Office Support Assistant assigned to the RDO. DED will furnish RDO and other contact information to contractors.
- jj. **RSMo (Revised Statutes of Missouri):** the body of laws enacted by the Legislature that govern the operations of all agencies of the State of Missouri. Chapter 34, RSMo, is the primary chapter governing bidding.
- kk. **Shall:** a certain feature, component, or action is mandatory. Failure to provide or comply will result in a bid being considered non-responsive.
- ll. **Should:** a certain feature, component and/or action is desirable but not mandatory.



mm. **Targeted Industries:** eight industries targeted by the State of Missouri as being key to its economic progress. These include: Agribusiness and Agriculture, Automotive, Energy, Financial Services, Information Technology, Life Sciences, National Security and Aerospace, and Transportation and Logistics.

nn. **Trade Mission:** any DED-sponsored or assisted visit by an individual or group representing more than one company or organization that is intended to promote the products or services of those companies or organizations. Trade missions may be domestic or foreign and may be conducted by BDMs, RDOs, or contractors.

oo. **Trade Show:** an exhibition of Missouri's advantages and attributes displayed in one of the targeted geographical regions or industries. Trade shows are networking opportunities, may be domestic or foreign, may be participated in by BDMs, RDOs, or contractors and are often accompanied by a conference or seminar. Trade show participation may include exhibits, posters, client companies and personnel, or simply the presence of a DED participant.

## **2. OPEN COMPETITION/INVITATION FOR BID DOCUMENT**

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DED if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DED, as indicated on the first page of the IFB. Such communication should be received at least ten calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received by the DED less than ten calendar days prior to the IFB opening date may not be answered.

- b. Bidders are cautioned that the only official position of the DED is that position which is stated in writing and issued by the DED in the IFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. Any suspected deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws shall be referred to the Missouri Attorney General's Office for appropriate action.
- d. The IFB will be advertised in international publications and will be made available on the DED website.
- e. The DED reserves the right to officially modify or cancel an IFB after issuance. Such a modification shall be identified as an amendment.

## **3. PREPARATION OF BIDS**

- a. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

## **4. SUBMISSION OF BIDS**

- a. A bid submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the IFB, (3) be priced as required, (4) be in an envelope or container, and (5) be mailed or hand-delivered (not faxed) to the office of the DED and received no later than the exact opening time and date specified in the IFB.
- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official IFB number and (2) the official due date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice that has been received by the DED prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.
- d. Bidders must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. **Failure to do so shall result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.**

## 5. FACSIMILE DOCUMENTS

All responses to IFB's and amendments to IFB's, including "no bid" responses and requests to modify a bid before the opening bid date and time, must be delivered to the office of the DED in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable unless authorized by DED. However, sealed bids containing faxed pages are acceptable provided all other conditions are met. In addition, requests to withdraw bids may be submitted by facsimile but must be received by DED prior to the official opening date and time specified.

## 6. BID INFORMATION AND DELIVERY

- a. It is the bidder's responsibility to ensure that the bid is delivered by the official due date and time to the office of the DED.
- b. Bids that are not received by the DED prior to the official opening date and time shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be considered and shall not be eligible for award of bid.

## 7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DED to be in its best interests.
- c. Unless otherwise stated in the IFB, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the IFB.

- e. In the event all bidders fail to meet the same mandatory requirement in an IFB, DED reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DED reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DED reserves the right to reject any and all bids. When all bids are unacceptable and circumstances do not permit a rebid, DED may negotiate for the required supplies or services.
- g. When evaluating a bid, the DED reserves the right to consider relevant information and facts, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any award of a contract shall be made by written notification from the DED to the successful bidder. The DED reserves the right to make awards by item, group of items, all or none, or a combination thereof on a geographic and/or statewide basis with one or more suppliers..
- i. All bids and associated documentation will be considered open records upon the opening of the bids.
- j. The DED reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

## **8. CONTRACT/PURCHASE ORDER**

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the IFB, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor's response (bid) to the IFB, and (3) DED's acceptance of the response (bid) by "notice of award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order," and any subsequent modifications. If any discrepancy exists between the language of the contractor's response (bid) and the original language of the IFB, the contract shall still be binding and the original language of the IFB shall control the contract's terms.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DED or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

## **9. INVOICING AND PAYMENT**

- a. The DED does not pay state or federal taxes unless otherwise required under law or regulation. DED is exempt from foreign taxes in many instances.
- b. Each invoice submitted must reference the contract by name and/or number and must be itemized in accordance with items listed on the contract. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DED.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The DED shall not make any advance deposits or payments to the contractor.

- e. All invoices for equipment, supplies, and/or services purchased by the DED shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **10. INSPECTION AND ACCEPTANCE**

- a. Services received by DED pursuant to a contract shall not be deemed accepted until the agency has had reasonable opportunity to inspect said services.
- b. All services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The DED's right to reject any unacceptable services shall not exclude any other legal, equitable or contractual remedies the State of Missouri may have.

## **11. WARRANTY**

- a. The contractor expressly warrants that all services provided shall: (1) conform to each and every specification or description which was furnished to or adopted by the DED, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the DED's acceptance of or payment for said services.

## **12. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable. The contractor shall also be bound by the contract to abide by all applicable laws in Hong Kong where applicable. The contractor agrees that settlement of all conflicts or disputes shall be conducted in Missouri according to the laws of Missouri and the United States of America. The venue for any litigation shall be Cole County, Missouri.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DED.
- c. The contractor must be registered and maintain good standing with all regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The DED shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in Missouri but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

## **13. CONFLICT OF INTEREST**

- a. Officials and employees of the DED, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships that would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships that create such a conflict.

#### **14. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

#### **15. CANCELLATION OF CONTRACT FOR CAUSE**

- a. In the event of material breach of the contractual obligations, misfeasance or malfeasance by the contractor, the DED may cancel the contract immediately. At its sole discretion, the DED may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the DED within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DED will issue a notice of cancellation terminating the contract immediately.
- c. If the DED cancels the contract for breach, the DED reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DED deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the DED for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with cancellation caused by lack of appropriations.

#### **16. COMMUNICATIONS AND NOTICES**

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

#### **17. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DED immediately.
- b. Upon learning of any such actions, the DED reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

## **18. INVENTIONS, PATENTS AND COPYRIGHTS**

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

## **19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or, veteran status.

If discrimination by a contractor is found to exist, the DED shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **20. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

## CERTIFICATION AND AFFIRMATION

- I certify that I am an authorized representative of the Bidder and as such am authorized to make the statement of affirmation contained herein.
- I certify that at all U.S. operations of Bidder the Bidder does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that to the extent Bidder has operations in the U.S., the Bidder is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo. I certify that the Bidder will maintain and, upon request, provide the Department of Economic Development documentation demonstrating the Bidder's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify the Bidder for this contract.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the Bidder is found to have employed an unauthorized alien in the U.S., the Bidder may be subject to penalties pursuant to sections 135.815, 285.025, and 285.535, RSMo.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of the contract.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.
- For a privately held company, I certify there is no person who owns an ownership interest or who is employed in a management capacity by the company who has committed a felony, is presently under indictment, or is on parole or probation.
- I attest there are no pending or threatened liens, judgments, or material litigation which is likely to affect the viability of the company as an ongoing concern.
- I certify the company does not have any delinquent non-protested U.S. federal, state or local taxes
- I certify that neither the operations of the company nor the requested funding would violate any existing agreement.
- I certify that the company has not filed (nor is about to file) for bankruptcy.
- I certify the company has not failed to fulfill any obligations under any other U.S. state or federal program.
- I certify the signatory is the authorized representative of the bidder and is authorized to make the statement of affirmation contained therein.

Name	Title
Signature	Date